



PROGENY TEST PROGRAM

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1 BACKGROUND

- A. AWA will develop and implement the Progeny Test Program (**Project**) described below.
- B. AWA has invited the Sire Owner to participate in the Project, and the Sire Owner has agreed to participate in the Project, on the terms set out in this agreement.

PROJECT OBJECTIVES

Through a structured AWA Wagyu Progeny Test Program, the AWA will support evaluation of progeny from up to 40 sires per year for up to seven years across multiple breeder herds to support whole-of-life progeny performance evaluation.

Progeny Test Programs use data generated through structured breeding programs to drive broad-based genetic evaluations and to explore questions such as “how much genetic variation is there between Sire/s within a breed”, and “do EBVs accurately predict the performance of a Sires’ progeny”.

The Project will be open to all members to nominate current and unproven new Sire/s so that small, medium and large-scale producers can benchmark their Sire/s against a broad range of industry sires.

The objectives of the Project are:

- a) Provide opportunity for AWA members to participate in a structured progeny test program through which a large number of Wagyu Sire/s (~245) can be evaluated for genetic merit for a number of existing and new traits.
- b) Generate progeny test data on new Wagyu Sires, particularly for hard to measure traits such maternal and female reproduction, feed efficiency, abattoir carcase measurements including retail meat yield and new meat quality attributes such as fatty acid composition.
- c) Enable Project participation through sire entry for all AWA members, including international members and sires from outside Australia, to implement a globally recognised central progeny test program.
- d) Generate data for the validation & refinement of a Wagyu genetic analysis.
- e) Build a comprehensive phenotype and genotype database on Japanese Black for genomic technology validation for new traits including research and development.
- f) Retain 100% ownership of IP within the Project to secure AWAs competitive position in providing genetic evaluation for Wagyu cattle.
- g) Provide member information on the ability of EBVs to predict Sire performance across commercially important traits.

PROJECT DELIVERABLES

The AWA aims* to deliver the following outcomes by the end of the Progeny Test Program, projected to be 2031:

- a. Up to 245 young industry sires tested through the Project (allowing for 10% link sires)
- b. Up to 2,940 dams tested through the Project
- c. Birth and growth performance on up 3,696 male progeny

- d. Feedlot performance on up to 3,528 male progeny
- e. Slaughter data, retail meat yield and novel quality trait data on some slaughter progeny for the development of new research EBVs.
- f. Birth and growth performance on up to 3,696 female progeny
- g. First calf performance data on up to 3,528 female progeny
- h. Re-joining performance data on up to 3,360 female progeny
- i. Second calf performance data on up to 3,024 female progeny
- j. Improved reproductive performance EBVs for Project sires and Contributor Herd animals
- k. New research carcass and meat quality EBVs for Project Sires and Contributor Herd animals.

*Disclaimer: The AWA will make efforts to ensure it can deliver all proposed outcomes. However, they will not be held liable, if for reasons outside of their control, they are unable to deliver these outcomes.

KEY INFORMATION FOR OWNERS OF SIRES ENTERED INTO THE PROJECT

The AWA strongly encourages participation of both Australian-born and Overseas-born Fullblood Sires, registered with AWA.

Being involved in the Project as a Sire Owner will enable you to benchmark your Sire/s within industry for live animal growth, structural soundness, net feed intake, carcass, eating quality and female reproduction data. This will maximise the efficacy of data to contribute to EBVs for your Sire/s and significantly improve EBV accuracy for your Sire/s and their progeny for future genetic gain.

The Project will develop new Wagyu-specific meat quality traits which include retail meat yield and fatty acid profile data which will be collected on some progeny for each Project Sire. The Project will also include natural mating of your Sire's female progeny to Contributor Herd Sires to capture important female reproduction and fertility data. The natural mating of female Project Progeny will allow Project Sires to have early access to new high-value maternal trait performance EBVs. Your Sire/s will be among the first Wagyu animals to have carcass data recorded on progeny for these new high-value research traits.

By participating in the Project, you will receive analysis of Sire data showing the progeny performance, allowing you to rank the performance of your Sire/s with within the Project for all traits analysed. Involvement in the Project will allow you to participate in the largest formal Progeny Test Program for Wagyu cattle outside of Japan.

2 AGREEMENT

DEFINITIONS AND INTERPRETATION

Definitions

2.1 Where commencing with a capital letter:

- 2.1.1 **AWA** means the Australian Wagyu Association;
- 2.1.2 **Confidential Information** means all trade secrets and know-how, financial information and other commercially or scientifically valuable information of whatever description and in whatever form and, in the case of AWA, includes the AWA Material;
- 2.1.3 **Contemporary Group** means the progeny of the Project within each breeding cycle being run together within the same management and measurement conditions (managed alike) as a steer group or as a heifer group whole-of-life;
- 2.1.4 **Contributor Herd** means the cattle contributed by a Contributor Herd Owner for the Project;
- 2.1.5 **Dispose** means, in relation to any property, sell, transfer, assign, create any interest or trust over, part with the benefit of, or otherwise dispose of the property;
- 2.1.6 **Expenses** means that through participating in the AWA-PTP, AWA recognises that its members are incurring expenses on behalf of the AWA. AWA will reimburse Expenses incurred by members on behalf of the AWA as outlined in the schedule of payments for services rendered;
- 2.1.7 **Intellectual Property** means all patents, patent applications, trademarks, service marks, designs, breeder's rights, copyright, know-how, trade secrets, eligible layout rights, domain names, internet addresses, rights in confidential information and all and any other intellectual property rights whether registered or unregistered and rights to apply for any of the same, and includes the Confidential Information;
- 2.1.8 **Moral Rights** has the same meaning given to it as that term is defined in Part IX of the *Copyright Act 1968 (Cth)*;
- 2.1.9 **Project** means the Project described in this document; and
- 2.1.10 **Project IP** means Intellectual Property which arises out of the **Project**.
- 2.1.11 **Sire** means the semen sire contributed by the **Sire Owner** for the **Project**;
- 2.1.12 **Sire Owner** means the legal owner of the **Sire** nominated for the **Project**;

Interpretation

2.2 Where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning. Unless the context otherwise requires a word which denotes:

- 2.2.1 the singular denotes the plural and vice versa;
- 2.2.2 a person includes an individual, a body corporate and a government; and

2.2.3 a person includes the trustee, executor, administrator, successor in title and assign of that person. This clause must not be construed as permitting a party to assign any right under this agreement.

2.3 A reference to:

2.3.1 any legislation includes any regulation or instrument made under it and any amended, re-enacted or replacement legislation;

2.3.2 any agreement or other document includes that agreement or document as amended or replaced;

2.3.3 payments to a party includes payments to another person on the direction of the party;

2.3.4 money is in Australian dollars unless otherwise stated; and

2.3.5 anything (including any amount) is a reference to the whole and each part, and a reference to a group of persons is a reference to all of them collectively, to any two or more collectively and to each individually.

2.4 In this agreement:

2.4.1 clause headings are for convenience only and do not affect interpretation; and

2.4.2 “includes” is not a word of limitation.

SIRE OWNER OBLIGATIONS

The Sire Owner will comply with obligations as set out in this Agreement with respect to nominating and contributing (A) Sire/s to the Project.

Sire nomination eligibility

Sires will be considered as part of the Project according to the following guidelines.

2.5 The Sire Owner agrees that:

2.5.1 they are a full member of the AWA; and

2.5.2 the nominated Sire/s are registered as Fullblood or Purebred Black Wagyu Sire/s with the AWA.

Sire nomination categories

2.6 Members can nominate sires under one (1) of the following categories:

2.6.1 Project Standard Sire:

- i. by paying a fee of US\$6,500 - within 30 days of the invoice date; and
- ii. providing 260 semen straws to the project by the cutoff date for the Semen Sale.
- iii. 60 straws will be used/retained by the project with the aim of generating 26 progeny (50:50 male and female) after a single round of AI across multiple contributor herds.
- iv. Up to 200 straws will be offered for public tender as part of an estimated 20 semen packages of 10 straws per Sire for every entry.

2.6.2 Project Link Sire:

- i. by paying a fee of US\$15,000 within 30 days of the invoice date; and
- ii. providing 260 semen straws to the project by the cutoff date for the first AI round.
- iii. 100 straws from these sires will be used across 2 breeding years in the project, creating double the progeny numbers and enabling genetic linkage between years of the project within the analysis.

- iv. Semen from these sires will not be offered for tender, with residual straws held by AWA for use in future genetic projects as Link Sires.
- v. In the first year of the project, a maximum of 10 sires will be accepted as “Link Sires”, with subsequent years calling for 5 new “Link Sires” to join the existing pool of sires.

Sire selection

2.7 The Sire Owner acknowledges that:

- 2.7.1 the AWA Genetic Improvement Committee in consultation with an external quantitative genetics advisor will make recommendations on Sires to be accepted into the Project to the Project Consultative Committee.
- 2.7.2 the Project Consultative Committee will be responsible for selecting Sires to be included in the program.
- 2.7.3 where a greater number of Sires are nominated than available spaces, preference will be given to young Australian-bred Sires with favourable EBVs and \$Index Values, representing a diversity of Wagyu genetics from herds with a good history of performance recording.

Health testing

2.8 Some Sires will have licensed semen provided. Where licensed semen is used, no further health tests are required.

2.9 All Sires with custom collected semen will be required to have:

- 2.9.1 tested negative for or be double vaccinated against Bovine Viral Diarrhoea Virus (BVDV or Pestivirus), Infectious Bovine Rhinotracheitis (IBR) and Vibriosis with annual boosters maintained prior to semen collection;
- 2.9.2 been double vaccinated for Leptospirosis and Campylobacter (covered by 7-in-1 vaccine) and any other annual vaccinations maintained prior to semen collection.

Records of these tests and/or vaccinations must have been adequately kept and proven to be maintained prior to the date of semen collection.

- 2.9.3 where sires are from Bovine Johnes Disease Market Assurance Program (MAP) tested herds or from WA, no testing for Bovine Johnes is required. For all other herds, sires (where possible) will need to have been tested negative for Bovine Johnes Disease.

Semen collection and testing

2.10 All Sire Owners whose Sire/s require custom collected semen are responsible for:

- 2.10.1 organising and covering all associated costs with animal health tests as described in 2.9;
- 2.10.2 organising and covering all associated costs with semen collection and analysis including semen morphology analysis; and
- 2.10.3 providing the AWA Genetic Projects Manager with the nominated Sire/s semen analysis results.

2.11 Minimum requirements from semen analysis are:

- 2.11.1 70% vigorous motile sperm; and
- 2.11.2 abnormal sperm accounts for less than 25% of the sample

- 2.12 Where a nominated Sire is less than 18 months of age at the time of nomination, the Sire Owner acknowledges that the semen collected may produce low pregnancy rates compared to more sexually mature Sires and progeny targets (2.26) may not be met.

Failure to meet testing requirements

- 2.13 If the Sire/s fail to meet the testing requirements outlined in sections 2.8 – 2.11, semen from the Sire/s will not be used in the Project.
- 2.14 All fees associated with Sire/s health and semen morphology will be refunded in full by AWA to the Sire Owner.

Records and data

- 2.15 The Sire Owner will cooperate in good faith with AWA in relation to verifying or reviewing data in relation to the Sire/s.
- 2.16 The Sire Owner will cooperate in good faith with AWA in relation to supplying data collected by the Sire/s Owner, where such information has not been provided or is missing.

Semen ownership, storage, and use

- 2.17 Ownership of the semen straws to be provided for use in the Project, under the terms outlined in section 2.6, will be transferred to AWA upon acceptance of this agreement and invoicing of the Sire Owner by the AWA.
- 2.18 The semen straws from the accepted Sires will be stored at the AWA's nominated storage facility. The AWA will contact the Sire Owner to organise the semen release and shipment to their nominated storage location.
- 2.19 The semen straws will be used in the Project under the terms outlined in section 2.2.

Warranties

Ownership

- 2.20 The Sire Owner nominating the Sire warrants that they are the owner of the Sire/s and have full rights to nominate the Sire/s for the Project, or that they represent the owners of the Sire/s and have full rights to nominate the Sire/s for the Project.

Sire Health

- 2.21 The Sire Owner hereby warrants that prior to collection of non-licensed semen:
- 2.21.1 Sire/s will have tested negative for or vaccinated against BVD/Pestivirus, IBR and BJD (where applicable);
 - 2.21.2 Sire/s will be vaccinated with either a single dose of both "7 in 1" vaccine in accordance with their annual booster, or two doses (initial and booster) if not previously treated; and
 - 2.21.3 Sire/s tested negative for Campylobacter (Vibrio) from sheath sample or in cases where sire/s have tested positive, they have been treated with antibiotics before collection, with a 3 week wait until collection. Virgin Sire/s do not require testing.

AWA OBLIGATIONS

AWA will comply with obligations as set out in this Agreement.

Semen sire selection

- 2.22 AWA, Genetic Improvement Committee and Project Consultative Committee will use the following criteria to select animals:

- 2.22.1 Linkage within the Wagyu breed.
- 2.22.2 EBV diversity and accuracy.
- 2.22.3 Genetic condition status (determined either through test results or pedigree analysis).
- 2.22.4 Age, with preference given to younger sires or unproven (low progeny number) sires, however high accuracy sires will also be considered as link sires.
- 2.22.5 Animal health history including any test results, vaccine history and any other animal health treatments (to be supplied to AWA upon request).
- 2.22.6 Availability of semen units.

2.23 Where animals do not meet the selection criteria, AWA agrees:

- 2.23.1 to provide an explanation (within reason) as to why a Sire may not be considered acceptable to participate in the Project; and
- 2.23.2 not to disclose information in 3.2.1 to anyone outside of the Genetic Improvement Committee and the Project Consultative Committee.

Data collection and recording

2.24 AWA agrees to:

- 2.24.1 assist Contributor Herd Owners in establishing and ensuring the maintenance of Contemporary Groups throughout the Project in accordance with BREEDPLAN guidelines to ensure maximum value of the data collected from each Sire's Progeny;
- 2.24.2 to supply Contributor Herd Owners with relevant guidelines for data collection prior to each data collection event to ensure the data being collected is accurate; and
- 2.24.3 review all data being submitted to AWA from each Sire's Progeny.

Semen ownership, storage, and use

2.25 AWA will:

- 2.25.1 Own all semen supplied to them for the purpose of this Project, including all rights to use the semen in any way consistent with the purpose of this Agreement, being the Project Objectives and Project Deliverables.
- 2.25.2 Store all semen from Project Sires with their nominated Storage Facility.
- 2.25.3 For Standard Sires:
 - i. Use a maximum of 50 straws in a single breeding year and
 - ii. keep 10 straws "spare" in case an incident occurs during the thawing or insemination processes.
 - iii. Offer up to 200 straws from each Standard Sire for purchase through a public Semen Package Tender.

- iv. Any unused “spare” straws, or straws that do not sell through the Semen Package Tender, may be at the discretion of AWA, retained by the AWA for use in other Projects or returned to the Sire Owner with the cost of returning semen covered by the AWA.
 - v. Should the AWA develop a Wagyu/Angus F1 program component of the AWA-PTP, the AWA may supply F1 Contributor Herd Owners up to 100 straws in a single breeding year for the explicit production of F1 slaughter progeny (all male and female progeny) for measurement within the AWA-PTP.
- 2.25.4 For Link Sires:
- i. Use approximately 100 straws across a minimum of two (2) breeding years.
 - ii. Retain ownership of the remaining straws for future use within AWA Projects i.e. they will not be offered for sale via tender and will remain in storage with AWA’s Storage Facility.
 - iii. Should the AWA develop a Wagyu/Angus F1 program component of the AWA-PTP, the AWA may supply F1 Contributor Herd Owners up to 100 straws in a single breeding year for the explicit production of F1 slaughter progeny (all male and female progeny) for measurement within the AWA-PTP.

Warranties

- 2.26 AWA warrants it will use its best efforts through project design, to obtain a minimum of 10 slaughter progeny and 10 female progeny from each Sire per year from a maximum of 50 straws used within the Project.
- 2.27 Should the Project be unable to deliver these targets, AWA may attempt to create additional progeny from the Sire in subsequent trial years, which may require the Sire Owner to provide additional semen straws to AWA.

3 PROJECT IP

OWNERSHIP

- 3.1 All Project IP will be owned by AWA. This will include:
 - 3.1.1 genomic data;
 - 3.1.2 genotype data;
 - 3.1.3 DNA samples;
 - 3.1.4 performance data and data analyses; and
 - 3.1.5 AWA reports on the Project.
- 3.2 AWA grants to the Sire Owner a licence to use the following information and IP for the Sire Owner’s breeding and commercial purposes:
 - 3.2.1 phenotype data relating to the performance of the Sire’s progeny as determined by AWA.

4 CONFIDENTIALITY

CONFIDENTIALITY OBLIGATIONS

- 4.1 Subject to the terms of this agreement, each party must during and after the term of this agreement:

- 4.1.1 keep Project IP and the Confidential Information of the other party confidential;
- 4.1.2 use Project IP and the Confidential Information of the other party only as contemplated by this agreement; and
- 4.1.3 prior to disclosure to any person of any Project IP or Confidential Information of another party, ensure that the person is bound by obligations of confidentiality in substantially the same terms as this clause 4.

EXCLUSIONS

- 4.2 The obligations on each recipient of Confidential Information under this agreement do not apply to any Confidential Information which:
 - 4.2.1 was in the recipient's possession at the time of disclosure to the recipient and was not acquired in breach of an obligation of confidence or under an obligation of confidence;
 - 4.2.2 is in the public domain;
 - 4.2.3 is acquired from a third party, provided that it is not acquired by the third party unlawfully or in breach of an obligation of confidence; or
 - 4.2.4 is required to be disclosed by law, provided that the receiving party makes reasonable efforts to notify the disclosing party of the impending disclosure in time for the disclosing party to appear and oppose the disclosure.

TERMINATION

- 4.3 On termination of this agreement each party must, on request from another party, return all of the other party's Confidential Information.

PUBLICATION AND USE OF RESULTS

- 4.4 All measurements and results arising from the project will be loaded on AWA database and incorporated in subsequent Wagyu genetic analyses.
- 4.5 AWA may at its discretion release and/or publish information on the average measurements of progeny of the Sire/s which take part in the Project.
- 4.6 AWA may use the Project IP for its research or development purposes.

5 INDEMNITY

- 5.1 The Parties each agree (the indemnifier) to indemnify the other (the indemnified), including its officers, agents, directors, and employees, against any and all future claims arising out a breach of this Agreement by the indemnifier.
- 5.2 Notwithstanding clause 5.1, neither party is liable to the other for any indirect loss, consequential loss or loss profits of any kind.

6 TERM AND TERMINATION

TERM

- 6.1 This agreement continues until the earlier of:
 - 6.1.1 the completion of the Project in accordance with this agreement;
 - 6.1.2 its termination by written agreement of the parties; or
 - 6.1.3 its termination in accordance with this agreement.

NOTICE

- 6.2 AWA may, on 1 month's notice to the Sire/s Owner, terminate this agreement and will refund the Sire/s Owner the Sire/s Nomination Fee.

TERMINATION FOR DEFAULT

- 6.3 A party (Terminating Party) may by notice to the other party terminate this agreement if:
- 6.3.1 the other party fails, within 7 days after notice from the Terminating Party, to remedy a breach of its obligations under this agreement which is capable of remedy;
 - 6.3.2 the other party breaches any of its obligations under this agreement which are not capable of remedy; or
 - 6.3.3 the other party persistently breaches its obligations under this agreement.
- 6.4 A party may by notice to the other party, terminate this agreement with immediate effect if the other party has a receiver or receiver and manager appointed to it or any part of its assets, enters into a scheme of arrangement with creditors or suffers any other form of external administration.

7 FORCE MAJEURE

EVENT

- 7.1 If a party (Affected Party) becomes unable, wholly or in part, by any event beyond its reasonable control, including, in the case of AWA, a cessation or reduction of its funding (Force Majeure) to carry out an obligation placed on it under this agreement, the Affected Party must give to the other party prompt written notice of:
- 7.1.1 reasonable particulars of the Force Majeure; and
 - 7.1.2 so far as is known, the probable extent to which the Affected Party will be unable to perform or be delayed in performing its obligation.

EFFECT

- 7.2 Subject to compliance with clause 7.1, the relevant obligation, so far as it is affected by the Force Majeure, will be suspended during but no longer than the term of the Force Majeure. In the case of a cessation or reduction of its funding, AWA may, by notice to the other party, terminate this agreement.
- 7.3 The Affected Party must use all possible diligence to overcome or remove the Force Majeure as quickly as possible (except where AWA has its funding ceased or reduced). The Affected Party is not required to settle any labour or other dispute creating the Force Majeure on terms contrary to its wishes or to contest the validity or enforceability of any law, regulation or decree by way of legal proceedings.

8 DISPUTE RESOLUTION

DEALING WITH DISPUTES

- 8.1 The parties must, without delay and in good faith, attempt to resolve any dispute which arises out of or in connection with this agreement prior to commencing any proceedings.
- 8.2 If a party requires resolution of a dispute it must do so in accordance with this clause 8 and the parties acknowledge that compliance with these provisions is a condition precedent to any entitlement to claim relief or remedy, whether by way of proceedings in a court of law or otherwise in respect of such disputes, except in the case of applications for urgent interlocutory relief or a breach by the other party of this clause 8.
- 8.3 The existence of a dispute or the commencement of proceedings does not affect the obligations of the parties to continue to perform their obligations under this agreement.

RESOLUTION BY MANAGEMENT

- 8.4 If a party requires resolution of a dispute it must immediately submit full details of the dispute to the chief executive officer or authorised delegate of the other party.
- 8.5 If the dispute is not resolved within 1 month of submission of the dispute under clause 8.4, or such other time as they agree, clause 8.6 will apply.

MEDIATION

- 8.6 Disputes must be submitted to mediation in accordance with and subject to The Institute of Arbitrators & Mediators Australia Mediation Rules.
- 8.7 A party must not commence proceedings in respect of the dispute unless the dispute is not settled by mediation within 1 month of submission to mediation, or such other time as the parties agree.

URGENT RELIEF

- 8.8 Clauses 8.1 to 8.7 (inclusive) do not apply if either party commences legal proceedings for urgent interlocutory relief.

9 RELATIONSHIP OF THE PARTIES

NO PARTNERSHIP

- 9.1 Nothing in this agreement creates an agency, partnership, joint venture or employment relationship between AWA and the Sire Owner or any of their respective employees, agents or contractors.

CONFLICT OF INTEREST

- 9.2 The Sire Owners must not, without the prior written consent of AWA, during the term of this agreement:
- 9.2.1 act as a consultant to any person who carries on or is involved in any capacity in an activity or business;
or
 - 9.2.2 carry on or be involved in any capacity in an activity or business, which is competitive with, or detrimental to, the Project. The Sire Owners must disclose to AWA any arrangement they are involved with which may cause a potential conflict with the aims of this Project, prior to entering into this Agreement, and immediately as it may arise during the Project.

10 MISCELLANEOUS

NOTICES

- 10.1 A notice under this agreement must be in writing and may be given to the addressee by:
- 10.1.1 delivering it to the address of the addressee;
 - 10.1.2 sending it by pre-paid registered post to the address of the addressee;
 - 10.1.3 sending it by fax to the fax number of the addressee; or
 - 10.1.4 sending it by electronic mail to the last notified email address of the addressee, and the notice will be deemed to have been received by the addressee on receipt.

- 10.2 A fax is deemed to have been received on production of a transmission report by the machine from which the fax was sent which indicates that the fax was sent in its entirety to the fax number of the addressee.
- 10.3 An email is deemed to have been received on the date shown by a printed “read receipt” generated by the sender’s computer.

AMENDMENT

- 10.4 Subject to clause 10.5, this agreement may only be varied by the written agreement of the parties.
- 10.5 AWA may make reasonable amendments to this agreement, by notice to the Sire Owner and any other parties as necessary, if the changes to the Project are identified as necessary for the ongoing viability of the Project. In such case AWA will liaise in good faith with the Sire Owner.

ASSIGNMENT

- 10.6 The Sire Owner may only assign a right under this agreement with the prior written consent of AWA.

ENTIRE AGREEMENT

- 10.7 This agreement, together with the annexures, embodies the entire understanding and agreement between the parties as to its subject matter.
- 10.8 All previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in any way affecting, the subject matter of this agreement are merged in and superseded by this agreement.

FURTHER ASSURANCE

- 10.9 Each party must promptly sign all documents and do all things that the other party from time-to-time reasonably requests to effect, perfect or complete this agreement and all transactions incidental to it.

GOVERNING LAW AND JURISDICTION

- 10.10 This agreement is governed by and must be construed in accordance with the laws of New South Wales.
- 10.11 Each party:
- 10.11.1 irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and all Australian courts which have jurisdiction to hear appeals from those courts; and
 - 10.11.2 waives any right to object to proceedings being brought in those courts for any reason.

LEGAL COSTS

- 10.12 The parties must each pay their own legal and other expenses relating directly or indirectly to the negotiation, preparation and signing of this agreement and all documents incidental to it.